



REQUEST FOR PROPOSAL (RFP)

Date: May 9, 2014

RFP NUMBER: RFP No. 0124-14-MDE-PPEA-DPP

RFP SUBJECT: Mount Daniel Elementary PPEA Design and Construction – Detailed Phase Proposal

SEALED PROPOSALS
TO BE SUBMITTED ONLY TO: Purchasing Office / City of Falls Church
300 Park Ave., Suite 300 East
Falls Church, Virginia 22046 / Phone (703) 248-5007

PROPOSAL DUE DATE AND TIME: by no later than June 25, 2014 at 2:00 p.m.
Prevailing Local time (Purchasing Office Clock)

Proposals are to be presented for time and date validation
ONLY to the City of Falls Church Purchasing Office.

All inquiries and questions should be made in writing and forwarded to George Armstrong, Purchasing Agent, via email to garmstrong@fallschurchva.gov with copy to hkimble@fccps.org by no later than **five (5) business days prior to the RFP due date.**

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Company's Legal Name

By: _____
Authorized Representative - Signature in Ink

Address _____ Name: _____

Title: _____

Zip: _____ Date: _____

Phone: _____ Email: _____

FAX: _____ VA SCC Business Registration # _____
See Section 8.5 "Proof of Authority To Transact Business In VA"

This RFP contains appropriately marked proprietary and/or confidential Information. __No __Yes

The City of Falls Church and its Public Schools are committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007, (TTY 711).

The City of Falls Church and its Public Schools do not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Proposer or Proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PPEA DETAILED PROPOSAL

For Design and Construction of: Additions and Renovations at Thomas Jefferson Elementary School

1. INTRODUCTION/SUMMARY

- 1.1. The City of Falls Church ("City") and Falls Church City Public Schools ("FCCPS") (herein collectively described as "Owner") desires to contract with an experienced and qualified Private Entity under the Public Private Education Facilities and Infrastructure Act (PPEA) for the design and construction of additions and renovations for the existing Mount Daniel Elementary School located at 2328 North Oak Street, Falls Church, VA 22046 and/or the design and construction of a new building on an alternate site (herein referred to as "Project"). The Project is described in this Request for Proposals document (herein referred to as "RFP"). See Section 10 for proposal submission requirements.

This RFP is the "Detailed" phase of the above referenced RFP in which it is only open to pre-qualified Proposers as determined in the initial Conceptual Phase.

This RFP is for solicitation purposes only and is not a contract. The Owner assumes no obligation to reimburse or pay any person or firm responding any costs, fees, or expenses incurred in the preparation of a response to this RFP, or for any meetings or travel costs related to such response. The Owner is under no obligation to any responding party until a contract is executed for the services described within.

The guidelines herein include a list of items to be addressed in the detailed proposal. The detailed proposal shall also include a design that is compatible with the education program, as well as the community and FCCPS's educational goals. The Owner may request additional information and negotiate details with private entities during the detailed phase.

- 1.2. The Project includes the design and construction services to meet the Building Program and requirements contained in the Education Specification, Requirements for K-2 Elementary School, Mount Daniel Elementary School (Attachment A2) and Level of Quality and Guide Specifications (Attachment A3) with an available budget of fifteen million dollars (\$15,000,000.00). All proposed alternatives will include associated utilities, storm drain, landscaping, tree preservation, floodplain verification, parking/paving, and other site improvements to meet permit requirements. The alternative acceptable to meet program requirements, is the alternative submitted with the Conceptual Phase Proposal and referenced in the shortlisted Proposer's notification letter.
- 1.3. The proposed Project is of utmost importance to The City of Falls Church, Falls Church City Public Schools, and citizens of the City. Time is of the essence and the project must meet the scheduled completion date and the performance and quality goals provided within this RFP. (Attachment A7).

The Owner has reviewed responses to the PPEA Conceptual Phase RFP and has invited (pre-qualified firms) Edgemoor Infrastructure & Real Estate LLC., Grunley Construction Company Inc., and Hess Construction + Engineering Services Inc., to respond to this Request for Proposals (RFP). All other proposals received will be returned unopened.

- 1.4. The Mount Daniel Elementary School existing property is currently owned by Falls Church City Public Schools or The City of Falls Church. The project address is 2328 North Oak Street, Falls Church, Virginia, 22046.
- 1.5. The City of Falls Church adopted a document entitled, "Public-Private Education Facilities and Infrastructure Act of 2002, Model Guidelines, Revised October 2009" on June 27, 2011 which can be accessed at:
[http://www.boarddocs.com/vsba/fccpsva/Board.nsf/files/8HZUJA798138/\\$file/PPEA%20Guidelines%2062111.pdf](http://www.boarddocs.com/vsba/fccpsva/Board.nsf/files/8HZUJA798138/$file/PPEA%20Guidelines%2062111.pdf)
- 1.6. The Falls Church City Public Schools Master Plan Final Report dated March 2011 can be accessed at <http://www.fccps.org/board/facilitystudy/index.html>
- 1.7. Facility Designs should meet the following minimum criteria:
 - 1.7.1 Education Specification for Requirements for K-2 Elementary School, Mount Daniel Elementary School (Attachment A2).
 - 1.7.2 Level of Quality and Guide Specifications (Attachment A3)
 - 1.7.3 Compatible architecturally with existing facility if an addition to the existing school is proposed.
 - 1.7.4 Gain the approval of FCCPS, School Board, and City of Falls Church.
- 1.8. The project will require phasing during construction to maintain continual operation of the existing Mount Daniel Elementary School if the proposal includes work at the existing school site. A safety plan will be required to insure safe egress of students, parents, and staff during construction
- 1.9. The professional services are to include, but may not be limited to, surveying, geotechnical, utilities location and relocation, test pitting, architecture design, engineering design, construction, and training.
- 1.10. The Owner intends to enter into a Comprehensive Agreement with the successful Proposer that will have specific contract provisions that may include (subject to negotiation): an initial Contract Cost Limit for all project costs (design and construction); temporary relocation costs; fixed fees; a fixed price Guaranteed Maximum Price between 65% and 100% design; design review process; incentives such as "shared savings"; and liquidated damages. A draft Comprehensive Agreement will be provided by Addendum. The principal member of any business association, such as a joint venture or limited liability corporation, must provide a performance guaranty in accordance with Attachment A8.
- 1.11. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church's website: **www.fallschurchva.gov**. The **Purchasing & Procurement** link which contains RFP/Bid information is listed in the Popular Topics Section on the home page. This solicitation and any associated addenda will also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<http://eva.virginia.gov>).
- 1.12. Proposers should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP.
Proposers are solely responsible for checking the City of Falls Church's Website (as detailed above) to insure that they have the most current information regarding the RFP.

- 1.13. All questions pertaining to this solicitation must be in writing and received by no later than five (5) business days prior to the RFP closing date. All questions shall be directed only to:

George Armstrong, Purchasing Agent
The City of Falls Church
300 Park Ave, Falls Church, VA 22046
garmstrong@fallschurchva.gov Phone: 703.248.5007 (TTY 711)
with a copy to hkimble@fccps.org

No inquiries, if received by the Purchasing Agent in less than five (5) business days of the date set for the opening of proposals, will be given any consideration. Any material question or interpretation of a specification or requirement, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City's website (www.fallschurchva.gov) no later than three (3) days before the date set for receipt of proposals. If utilized for the initial RFP release, addenda will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers). Oral answers will not be authoritative.

- 1.14. Time is of the essence. The Base Proposal must meet or exceed the scheduled Substantial Completion dates as listed below and the following milestones must be met or exceeded in the base proposal, meeting the performance and quality parameters. Milestones- (Note: these dates are preliminary and are subject to change by owner):

- 1.14.1. Issue Request for Detailed Proposal – May 9, 2014
- 1.14.2. Last Day for Questions on RFP – June 18, 2014, 4:00 PM
- 1.14.3. Detailed Proposal Due – June 25, 2014, 2:00 PM
- 1.14.4. Falls Church City Public Schools School Board and Falls Church City Council to approve Selected Proposer for Negotiations – August 5, 2014
- 1.14.5. Election Day – Referendum for Project Funding – November 4, 2014**
- 1.14.6. Fall Church City Public Schools School Board and Falls Church City Council to approve Comprehensive Agreement – November 11, 2014
- 1.14.7. Construction Substantial Completion – October 28, 2016**

- 1.15. The conceptual design requirements, space relationships, Education Specification, Requirements for K-2 Elementary School, Mount Daniel Elementary School (Attachment A2) and Level of Quality and Guide Specifications (Attachment A3) provided by the Owner have been carefully developed. Major departures from the information provided by the Owner are discouraged. However, alternate proposals may be considered that employ innovations in design or construction that will provide significant benefit to the Owner. If alternates are proposed, provide a detailed cost and benefit analysis to support the proposal to include a construction schedule and completion date.

- 1.16. The PPEA process centers on utilization of a Private Entity who shall assemble and lead the Design/Build Team consisting of the Contractor, the Architect/Engineer, other contractors as required including, but not necessarily limited to Civil Engineers, Structural Engineers, Mechanical/Electrical/Plumbing Engineers and construction trade contractors (all under contract to or responsible to the Private Entity).

- 1.17. During the Pre-Construction/Design Phase, the Private Entity will cause the production of required design documents by the Architect/Engineer and will utilize his skills and knowledge of construction to manage the design process and provide pre-construction services (i.e., develop schedules, prepare construction cost models/estimates, identify the need for and secure easements, perform stormwater and sanitary sewer capacity studies, submit required government applications, seek municipal agency approvals, bid trade packages, etc.).
- 1.18. During the Construction Phase, the Private Entity will manage the Architect/Engineer in his provision of services as well as provide construction services and manage the project (inclusive of the award and management of all trade contracts) throughout the construction phase.
- 1.19. The Work under this contract will include all planning, design, approvals, permitting, construction, start-up, and a one-year warranty period from the date of Final Completion for the facility. The Private Entity shall be responsible for sizing utilities, making applications, coordinating installation and providing final hook-ups for all utilities.
- 1.20. It will be the responsibility of the Private Entity to provide the necessary Services/Work which includes, but is not limited to, the following:
 - 1.20.1. Provide a single point-of-contact who will coordinate/communicate the activities of the Private Entity's team throughout the design and construction processes. The Design/Build Project Manager will be the key person for the Private Entity. Once approved, this Key Person cannot be changed without written approval of the Owner.
 - 1.20.2. Develop a complete Project design and provide all required architectural and engineering services in accordance with the RFP, complying with all applicable codes and regulations through the engagement of licensed professional Architectural/Engineering design firm (herein referred to as "Architect/Engineer" or "Engineer of Record").
 - 1.20.3. Provide all Design and Construction Services necessary to implement the goals of the project inclusive of, but not limited to, the following: architectural, civil, structural, mechanical, electrical, and plumbing design services; construction services inclusive of scheduling, administration and management.
 - 1.20.4. Provide Design Services during construction, including: review of requests for information, submittals, shop drawings and samples; prepare Operation and Maintenance Manuals; and provide Operator training and start-up assistance.
 - 1.20.5. Construct the project under the PPEA design/build contract method inclusive of all construction services therein.
- 1.21. The Falls Church City Public School Board has budgeted the fifteen million dollars to fund the project however; the expenditure of the budgeted funds must be approved by referendum. The referendum is scheduled to be voted on Election Day, November 4, 2014. Funding of the project is dependent on passage of the referendum. The Comprehensive Agreement will be executed following the passage of the referendum.

2. CONTACT AGENCIES

This Request for Proposals is issued on behalf of the City of Falls Church and the Falls Church City Public Schools. There should be no contact with City or FCCPS employees or staff, or the Program Manager below concerning or related to this RFP without the prior approval of the Purchasing Agent listed below or the Purchasing Agent's designee.

2.1. Purchasing Agent Contact:

George Armstrong, Purchasing Agent
The City of Falls Church
300 Park Ave, Suite 300 East
Falls Church, VA 22046
Phone: (703) 248-5007 (TTY 711) / Fax: (703) 248-5444
Email: garmstrong@fallschurchva.gov with copy to hkimble@fccps.org

2.2. Program Management: Owner's Consultant

ARCADIS
9861 Broken Land Parkway
Columbia, Maryland 21046
Mr. Robert Jones, Senior Construction Manager
Phone: 410-984-2459
Fax: 410-381-0109
Email: robert.jones@arcadis-us.com

3. GENERAL INFORMATION

- 3.1. The City's Purchasing Agent listed above shall be the sole point of contact for the Owner for the purposes of preparation and submission of the RFP proposal.
- 3.2. The evaluation of a Request for Proposals takes a considerable effort to complete, and the effort depends on the proposals received. The Owner will attempt to meet the milestone dates stated in Section 1.14; however, that may not be achievable.
- 3.3. The Owner may, or may not, require interviews to assist with the evaluation of the RFP response.
- 3.4. The Owner will announce by letter the final selection of a firm to enter into negotiations. Such information will also be posted on the City's Website and Public Notice board located in the City Hall, 1st Floor East, 300 Park Ave., Falls Church, VA 22046

4. DEFINED TERMS

Terms used in this Request for Proposals have the meanings indicated below.

- 4.1. **Architect/Engineer (A/E)** – The Private Entity's partner and/or subcontractor that will be providing design professional services
- 4.2. **Comprehensive Agreement** – means the comprehensive agreement between the

private entity and the responsible public entity that is required prior to the development or operation of a qualified project.

- 4.3. **Concept Proposal** – The initial phase of the selection process to determine a short list of the most highly qualified Proposers to receive the Detailed Phase Request for Proposal (RFP)
- 4.4. **Contract Cost Limit ("CCL")** - the initial limit established at the time of execution of this PPEA contract on total amounts payable to the Private Entity under this contract absent a change.
- 4.5. **Contractor** – The Private Entity's partner and/or subcontractor that will be providing construction contracting services
- 4.6. **Day** – Unless otherwise specified "day" or "days" shall mean calendar days.
- 4.7. **Detailed Phase** – The second phase of project solicitation where the Owner has evaluated the Concept Proposals and may request additional information regarding a proposed project & deliverables prior to entering into competitive negotiations with one or more private entities to develop an interim or Comprehensive Agreement.
- 4.8. **Guaranteed Maximum Price ("GMP")** - the amount established at an established point in design as the maximum amount payable to the Private Entity absent a Change. The GMP cannot exceed the CCL.
- 4.9. **Issuing Office** – see section 2.0 above
- 4.10. **Owner** – The City of Falls Church ("City") and Falls Church City Public Schools ("FCCPS"), Falls Church, Virginia.
- 4.11. **Private Entity** – The Proposer with which the Owner will contract for the Project
- 4.12. **Program Manager** – The Falls Church City Public Schools employee or consultant for Design/Build services.
- 4.13. **Project** – the design and construction (Design/Build) of additions and renovations to the Mount Daniel Elementary School.
- 4.14. **Proposal** – The Proposer's documents provided in response to the RFP.
- 4.15. **Proposal Documents** - The Proposer's documents provided in response to the RFP
- 4.16. **Proposer** - One who has been pre-qualified under the Concept Proposal phase of this project and submits a Proposal directly to the Owner.
- 4.17. **Proposal Exhibits**—Documents prepared by the Private Entity (Design/Build Team), which best demonstrate the Proposer's response to the RFP.
- 4.18. **Request for Proposal (RFP)** – The Advertisement or Invitation, and this Request for Proposal document including all Addenda issued prior to acceptance of Proposals.
- 4.19. **Successful Proposer** - A Proposer, who, on the basis of Owner's evaluation as hereinafter provided, qualifies for receiving the Request for Proposal (RFP).
- 4.20. **Technical Exhibits**—Documents prepared by Private Entity, which demonstrate the Proposer's plan for meeting the Owner's requirements as set forth in the detailed documents.

5. COPIES OF DETAILED RFP DOCUMENTS

- 5.1. This document, referenced documents, and attachments constitute the entire Request

for Proposal package.

- 5.2. Complete sets of RFP Documents must be used in preparing Proposals. Neither Owner nor Owner's Consultant assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.
- 5.3. Copies of the RFP Documents made available are only for the purpose of obtaining Proposals for the Work and do not confer a license or grant to Proposers for any other use.

6. PRE-PROPOSAL MEETING AND EXAMINATION OF SITE:

- 6.1. There will be a Non-mandatory Pre-Proposal Meeting on May 21, 2014 at 2:00 PM, at the Mount Daniel Elementary School for Proposers.
- 6.2. A site visit/inspection of the Mount Daniel Elementary School will immediately follow the Pre-Proposal meeting. Any other requests for reasonable access to the site to conduct such examinations and investigations as each Proposer deems necessary for submission of a Proposal may also be provided by appointment at Owner's convenience. Failure to inspect the site will not prohibit Proposer from submitting a Proposal.
- 6.3. The purpose of the Pre-Proposal conference is to allow Proposers an opportunity to present questions and obtain clarification relative to any facet of this RFP and visit the site.
- 6.4. Due to the importance of all Proposers having a clear understanding of the scope of work and requirements of this RFP, attendance at this conference and the walk through is strongly encouraged.
- 6.5. Please bring a copy of this RFP to the conference. Any RFP changes resulting from this conference will be issued in a written addendum to the solicitation.
- 6.6. The Proposer is responsible for ascertaining conditions at the site and claims or relief from obligations as a result of failure to inspect the site, will not be considered.

7. QUESTIONS, INTERPRETATIONS AND ADDENDA

- 7.1. All questions about the meaning or intent of the RFP Document are to be directed to the Purchasing Agent in writing by fax or email (preferred), with a simultaneous copy to the Owner's Consultant by fax or email. If questions are faxed to Purchasing Agent, Proposer must confirm receipt of such fax by calling the Purchasing Agent at (703) 248-5007 or emailing to garmstrong@fallschurchva.gov.
- 7.2. Material Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and posted on the City's website. Proposers are solely responsible for checking this website regularly for all Addenda.
- 7.3. Questions received less than five (5) business days prior to the date for opening of the RFP proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.4. Addenda may be issued to clarify, correct, or change the Proposal Documents as deemed advisable by Owner.

8. PROPOSAL CONTENT

- 8.1. The Proposals submitted shall be structured in the following manner addressing all Evaluation Criteria listed in Section 9 below. Information shall be satisfactory for posting and publication, **unless expressly waived by the Owner**, as follows:
- 8.2. Title page
- 8.3. Table of Contents. Include a referenced page number for each section of the Table of Contents and number all proposal pages.
- 8.4. Executive Summary or Letter of Introduction
- 8.5. Project Understanding. Provide a narrative of your understanding of this project's goals, constraints and opportunities.
- 8.6. Provide a conceptual site plan indicating proposed location and configuration of the project on the proposed site.
- 8.7. Provide a detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.
- 8.8. No substitutions of the Design/Build Project Manager, Design Project Manager, Construction Project Manager or Construction Superintendent represented in the Conceptual Phase Proposal will be accepted without prior approval by the Owner. Request for approval to substitute may be submitted by the Contractor only for reasons beyond the Contractor's control. Approval by the Owner will not be granted unless the Contractor can demonstrate that the reason for the substitution is justified and that the substituting individual has, at a minimum, an equivalent level of experience comparable to that of the individual being substituted
- 8.9. Confirmation of the executive management and the officers and directors of the firm or firms submitting the proposal and Key Personnel to be assigned. In addition, identify any known conflicts of interest or other disabilities that may impact the School Board's consideration of the proposal, including the identification of any persons known to the Proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2;
- 8.10. Provide Outline Specifications for interior & exterior materials and building systems & equipment in accordance with the Level of Quality and Guide Specifications (Attachment A3).
- 8.11. Provide conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the proposed project, taking into account Falls Church City Public Schools requirements.
- 8.12. Provide a description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.
- 8.13. Provide a Space Program for the school in accordance with the Education Specification, Requirements for K-2 Elementary School, Mount Daniel Elementary School (Attachment A2) taking into account the minimum standard requirements provided by the Virginia Department of Education Guidelines for School Facilities in Virginia's Public Schools dated June, 2010, revised September 2013.

- 8.14. Provide price proposal. Provide a Contract Cost Limit in the format provided. Contract Cost Limit not to exceed fifteen million dollars (\$15,000,000.00). Supporting cost information and calculations are encouraged. (Attachment A1- Contract Cost Limit Worksheet).
- 8.15. List any exceptions to the RFP or contract provisions as Assumptions and Clarifications.
- 8.16. Provide written understanding of safety concerns with the occupied school during construction including construction staging, construction site security, pedestrian & vehicle access & circulation, and interface with existing structure. All personnel performing work on-site must be checked against the Sex Offender Registry and documentation must be submitted prior to admittance to the site.
- 8.17. Noise restrictions will be in place during standardized testing. Testing is scheduled to be performed from April 23, 2016 to May, 4 2016 and from May 14, 2016 to June 1, 2016.
- 8.18. Work Plan/Approach. Explain your team's approach to this project, to include: management of the design/build team; communications plan; design approach; cost control; schedule control; quality control; and monitoring of customer needs and satisfaction. Provide sketches, illustrations, plans (if needed) to illustrate your understanding and proposed direction for this particular site and project.
- 8.19. Project Schedule. Provide a detailed schedule for the design, permitting, bidding and construction phases of the project. Include schedule items for Owner's actions.
- 8.20. Proposal documents are generally subject to the Virginia Freedom of Information Act ("FOIA") except that Section 2.2-3705.6 (11) exempts certain documents from public disclosure. Clearly mark any information that is considered confidential and proprietary in accordance with FOIA.
- 8.20.1. In accordance with Section I. D. of the City's PPEA guidelines entitled "Freedom Of Information Act" the following applies (Section I.D.2):
- a. Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the City at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in Section I.D.1.
 - b. Upon the receipt of a written request for protection of documents, the Owner shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interests or bargaining position of the Owner or private entity in accordance with Section I.D.1. The Owner shall make a written determination of the nature and scope of the protection to be afforded by the Owner under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity should be accorded an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in Section I.D.1.
 - c. Once a written determination has been made by the Owner, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the Owner or any

affected jurisdiction to which such documents are provided.

- 8.20.2. If your Proposal contains appropriately marked information which is the exempt from public disclosure under FOIA, in addition to the copies specified in Section 10.1, please provide one (1) redacted hard copy and 1 redacted CD version of your Proposal. Such versions should redact only appropriated marked information protected under FOIA and be clearly marked as such on the volume and CD.

If under Section 8.22.1.b above, the Owner determines that some or all of the information submitted as confidential is not applicable to such FOIA protection, the Proposer agrees to resubmit compliant, revised redacted versions of the Proposal.

- 8.20.3. Classification of an entire Proposal as confidential is NOT ACCEPTABLE and may result in REJECTION of the Proposal.

9. EVALUATION FACTORS

- 9.1. In evaluating the Proposal, the Owner will use the Proposers' responses to the Conceptual Phase and Detailed Phase RFP.
- 9.2. Project Characteristics
- 9.3.1. Project Understanding (Section 8.4, 8.5)
 - 9.3.2. Proposed project schedule (Section 1.3, 1.14, 8.19)
 - 9.3.3. Operation of the Project (Section 1.16, 1.17, 1.18, 1.19, 1.20, 8.7, 8.8, 8.9, 8.12, 8.18)
 - 9.3.4. Technology – Understanding of Technology requirements
 - 9.3.5. Conformity to laws, regulations, and standards
 - 9.3.6. Environmental Impacts (Stormwater)
 - 9.3.7. State and local permits
- 9.3. Project Financing
- 9.4.1. Understanding of project Financing – Project funding referendum
- 9.4. Other Factors
- 9.5.1. The proposed cost of the project (Section 8.14)
 - 9.5.2. The proposed design of the project (Section 1.2, 1.7, 1.15, 8.6, 8.10, 8.11, 8.13)
 - 9.5.3. Continued School Operations Plan (Section 1.8, 8.16, 8.17)
 - 9.5.4. Assumptions & Exceptions (Section 8.15)

10. SUBMITTAL OF PROPOSALS

- 10.1. One original (clearly marked on the cover as such), and seven (7) copies of the Proposal, in addition to an electronic PDF copy of the Proposal on CD, shall be submitted to the Purchasing Agent, as listed in Section 2.1, on or before the due date

and time listed in Section 1.14, in order to be considered. Late proposals will not be accepted. The proposals shall be addressed to the Purchasing Agent as indicated on page 1. Proposals shall be clearly identified with "Request for Proposals for the Mount Daniel Elementary School – Detailed Phase." In addition, if your proposal contains confidential information in accordance with Section 8.22 above, on redacted hard copy and CD shall also be submitted.

- 10.2. Proposals shall be enclosed in an opaque sealed envelope or box, marked with the Project title and name and address of Proposer and accompanied by all required documents. If the Proposal is sent through the mail or other delivery system the sealed envelope or box shall be enclosed in a separate envelope or box with the notation "PROPOSAL ENCLOSED" on the face of it.
- 10.3. The City Purchasing Office is open for the receipt of proposals from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The Owner is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- 10.4. The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Proposers are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel.
- 10.5. Any proposal received after the proposal due date and time as detailed on the first page of this solicitation whether by mail or otherwise, will not be accepted or considered. The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Proposers are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.
- 10.6. **The City and FCCPS are not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-City mail system or delivery by other means. Proposers are solely responsible for ensuring that their proposal is received and stamped by Purchasing Office personnel by the deadline indicated.**
- 10.7. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context. Unnecessarily elaborate proposals, brochures of other presentations, expensive paper, bindings, visual and other presentation aids beyond that sufficient to present a complete and effective proposal are neither required nor desired.
- 10.8. The Owner encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 10.9. The Owner will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes.
- 10.10. The City, FCCPS and their officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.
- 10.11. If the Owner declares administrative or liberal leave, scheduled receipt of proposals will be extended to the next business day after which administrative or liberal leave has been canceled.

- 10.12. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
- 10.13. Conditional proposals are subject to rejection in whole or in part.
- 10.14. The Owner is not liable for any costs incurred by any Proposer in connection with this RFP. The expenses incurred by Proposer in the preparation, submission, and presentation of the proposal are the sole responsibility of the Proposer.
- 10.15. It is the responsibility of each Proposer before submitting a Proposal to:
- 10.15.1 Examine and carefully study the RFP Documents and other related data identified in the RFP Documents.
 - 10.15.2 Visit the Project site, as Proposer deems necessary, to become familiar with and satisfy Proposer as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - 10.15.3 Examine the Site Plan to become familiar with the limits of the property, and limits of work during construction.
 - 10.15.4 Become familiar with and satisfy Proposer as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
 - 10.15.5 Promptly notify Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the RFP Documents. Proposers who find discrepancies in or omissions from the RFP Documents or are in doubt as to their meaning should at once notify the Purchasing Agent in writing with a copy to the Owner's Consultant. Should Proposer fail to obtain such clarification, then Owner shall direct work to proceed by the method indicated, specified, or required by RFP Documents which will produce the best results, as judged by the Owner. Such direction by Owner shall not be considered a change in the work nor shall it constitute claim for extra costs by Design/Builder.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the Proposal.

11. MODIFICATION AND WITHDRAWAL OF PROPOSAL

- 11.1. A Proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and shall be delivered to the address listed in Section 2.1 above prior to the date and time for the opening of the Proposals.

12. OPENING OF PROPOSALS

- 12.1. Proposals will be opened privately.

13. OWNER'S RIGHTS AND LIABILITIES

As set forth in the City of Falls Church's PPEA Guidelines, the Owner reserves all rights available to it by law in administering these Guidelines including, without limitation, the right in its sole discretion to:

- 13.1. Reject any and all proposals at any time;
- 13.2. Terminate consideration or evaluation of any and all proposals at any time;

- 13.3. Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties;
- 13.4. Request and/or receive additional information regarding any proposal;
- 13.5. Issue addenda to and/or cancel any RFP;
- 13.6. Revise, supplement or withdraw all or any part of these Guidelines;
- 13.7. Request revisions to conceptual phase proposals.

- 13.8. To select the most qualified, responsible and responsive Proposers, based upon the submitted proposal, any subsequent clarifications or changes thereto, and the Owner's Selection Committee's evaluation and recommendations, that meets the requirements and evaluation factors as set forth in the RFP, and that best satisfies the requirements and the goals, objectives of the RFP, the best interest of the Owner, and the public interest in general.

14. PROPOSER'S RESPONSIBILITIES

Proposer shall not employ any Subcontractor, Supplier, or other individual or entity against which Owner may have reasonable objection. A Proposer shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against which Proposer has reasonable objection.

A Proposer who submits a proposal agrees to hold the City of Falls Church and the City of Falls Church Public Schools, their officers, employees, agents and volunteers harmless and free from all liability, loss, injury, and/or cost and expense which might be incurred by such Proposer in responding to, or as a consequence of the RFP, and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the RFP.

15. POST EVALUATION PROCEDURES

After the Owner has completed evaluations and selected a Proposal for the Project, the Owner may proceed in accordance with Sections VI "Additional Review" and VII "Interim and Comprehensive Agreements" of the City's PPEA Guidelines.

16. ATTACHMENTS

- A1 Construction Cost Limit Worksheet
- A2 Education Specification, Requirements for K-2 Elementary School, Mount Daniel Elementary School.
- A3 Level of Quality and Guide Specifications
- A4 Square Footage Comparison Document with Fall Church City Public Schools requirements
- A5 List of Add Alternates
- A6 Comprehensive Agreement Draft (to be provided separately by Addendum)
- A7 Sample Master Schedule
- A8 Sample Guarantee of Performance (LLC)

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

ATTACHMENT A1 – Contract Cost Limit Worksheet

Reimbursable Costs	MDES	Notes
Site Construction	\$ -	
Building Construction	\$ -	1
Builder's Risk Insurance	\$ -	2
Permits Allowance	\$ -	3
Utility Connection Fees	\$ -	4
Inspection and Testing	\$ -	5
Printing	\$ -	6
Fixtures and Equipment	\$ -	7
Private Entity's Contingency	\$ -	8
Subtotal of Reimbursable Costs	\$ -	
Fixed Costs	\$ -	
Architecture/Engineering Fee and Expenses	\$ -	9
Surveys	\$ -	10
General Contractor Fee	\$ -	11
Subtotal of Fixed Costs	\$ -	
CONTRACT COST LIMIT	\$ -	12
= Reimbursable + Fixed Fee Costs (not to exceed)		14
ALTERNATE PRICES		13
None	\$ -	
	\$ -	
	\$ -	
	\$ -	

Notes:

1. Building Construction Cost including LEED silver equivalent.
2. Builder's Risk Insurance shall be provided by the Private Entity.
3. Permits include fees for Phase I Environmental, Wetland Delineation and Confirmation, Floodplain Delineation and Confirmation, and VSMP Permitting (if applicable).
4. Utility Connection Fees
5. Inspection and Testing shall be provided by the Private Entity. Includes Geotechnical Report and construction testing.
6. Printing shall be provided by the Private Entity. Includes all printing for Owner and Owner's consultants.
7. Fixtures and Equipment may include food service and building technology including the following:
 - a. IT infrastructure

- b. Wireless access within building
 - c. Card access security system
 - d. Video surveillance system and monitoring
 - e. Intercom / Telephone
 - f. Gym Equipment
8. Private Entity's Contingency is to be used at the discretion of the Private Entity in accordance with 5.3.c of the Comprehensive Agreement. Contingency will not be used for A/E design fees or expenses. Remaining contingency at the conclusion of the project is subject to shared savings per 5.7 of the Comprehensive Agreement.
 9. Architectural/Engineering fee and expenses include on-site civil, structural, plumbing, HVAC, and electrical engineering, interior design (including loose furniture selection, procurement and installation administration), surveying and landscape design. It also includes food service consultant, environmental engineering, traffic studies, strategic planning for education, and educational systems planning (LAN, AV, intercommunications, master clock, physical security, telephone and video distribution)
 10. Surveys include the on-site topographic survey, boundary survey and plat and on-site right-of-way and easement plats.
 11. Contractor's Fee includes the fees and expenses payable to the Prime Construction Contractor. General Conditions, bonds and insurance are in the Building Construction line item.
 12. Contract Cost Limit (CCL) is the maximum amount payable to Private Entity and is a cap on Private Entity's compensation.
 13. Alternate Prices are options that may be added to increase the CCL by change order at the Owner's discretion during the course of the Project.
 14. Attach all assumptions used to generate cost proposal.

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

**ATTACHMENT A2 – Education Specification
Requirements for K-2 Elementary School,
Mount Daniel Elementary School**

(See Attached Document)

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

**ATTACHMENT A3 – Level of Quality
And Guide Specification
Mount Daniel Elementary School**

(See Attached Document)

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

ATTACHMENT A4 – Square Footage Requirements

(See attached Document)

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

ATTACHMENT A5 – Additive Alternates

Provide the following Add Alternates: None

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

ATTACHMENT A6 – Draft Comprehensive Agreement

(To be provided by Addendum)

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

ATTACHMENT A7 – Sample Master Schedule

(See Attached Document)

**Falls Church City Public Schools
REQUEST FOR PPEA DETAILED PROPOSAL**

**For Design and Construction of:
Mount Daniel Elementary School**

ATTACHMENT A8 – Sample Performance Guarantee (LLC)

(See Attached Sample Document)